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the documents, although he knows at the time that the goods are not in existence; and the buyer is not relieved from the liability to pay the price, although the insurance does not cover war risk and he has no recovery for the loss. *In re Weis & Co. v. Credit Colonial et Commercial (Antwerp)*, [1916] 1 K. B. 346.

**SALVAGE — WHAT CONSTITUTES SALVAGE SERVICE.** — The plaintiff schooner transferred passengers and baggage from the defendant ship which had run aground. The list of the ship and the number of passengers aboard her created a reasonable apprehension of danger although the rescue could have been accomplished without the aid of the schooner. *Held*, that the service constituted salvage. *Clayoquot Sound Canning Co. v. S. S. Princess Adelaide*, 48 Dom. L. R. 478.

The defendant tug had her rudder carried away in a heavy gale. In response to distress signals the plaintiff trawler made fast and brought the tug safely into port. *Held*, that the service constituted salvage. *The Andrew Kelly v. The Commodore*, 48 Dom. L. R. 213.

For a discussion of these cases, see NOTES, p. 453, *supra*.

**SPECIFIC PERFORMANCE — INADEQUACY OF CONSIDERATION AS A DEFENSE — CONTRACT TO DEVISE IN CONSIDERATION OF PERSONAL SERVICES.** — The petitioner and his uncle had contracted that, in consideration of personal services to be performed by the petitioner during the uncle's lifetime, the latter would make a will and leave his entire property to the petitioner. The bill alleged complete performance by the petitioner, the uncle's death without having made a will, and prayed specific performance of the agreement. The defendant filed a demurrer, on the ground that the petition did not specify the value of the estate, or the value and extent of the services alleged to be the supporting consideration of the contract. A Georgia statute provides that "mere inadequacy of price . . . may justify a court in refusing to decree a specific performance." (1910 GA. CIV. CODE, § 4637.) *Held*, that the demurrer be sustained. *Potts v. Mathis*, 100 S. E. 110 (Ga.).

A valid contract to devise realty in consideration of personal services will be specifically enforced against the heir or devisee where the promisee has fully performed. *Howe v. Watson*, 179 Mass. 30, 60 N. E. 415; *Burdine v. Burdine's Ex'r*, 98 Va. 515, 36 S. E. 992; *Brinton v. Van Cott*, 8 Utah, 480, 33 Pac. 218. See 30 HARV. L. REV. 192. See also 28 HARV. L. REV. 241-245. Although the remedy by specific performance lies within the discretion of the court, a mere inequality of price and value will not be reason for denying it. *Seymour v. Delancy*, 3 Cow. (N. Y.) 445; *Lawson v. Mullinix*, 104 Md. 156, 64 Atl. 938; *Harrison v. Town*, 17 Mo. 237. See 15 HARV. L. REV. 318 and 741; 27 HARV. L. REV. 288. But if the inadequacy of the consideration is so gross as to constitute great hardship, or is coupled with sharp practice or unfairness, equity will not decree specific performance. *Cox v. Burgess*, 29 Ky. L. Rep. 972, 96 S. W. 577; *Marks v. Gates*, 154 Fed. 481; *Grizzle v. Sutherland*, 88 Va. 584, 14 S. E. 332. The fairness of a contract to devise in consideration of personal services should be determined with reference to the breadth of the undertaking to serve, and should not be deemed unfair merely because the contract has turned out to be advantageous to one of the parties. *Warner v. Marshall*, 166 Ind. 88, 75 N. E. 582; *Bless v. Blizzard*, 86 Kan. 230, 120 Pac. 351; *Howe v. Watson*, 179 Mass. 30, 60 N. E. 415. Statutes in some jurisdictions provide that specific performance "cannot" be given in case the consideration be inadequate. See 1915 CAL. CIV. CODE, § 3391; 1907 MONT. REV. CIV. CODE, § 4417; 1913 SO. DAK. REV. CIV. CODE, § 2345. It has been intimated that such a statute makes inadequacy of consideration a ground for refusing specific performance apart from circumstances of hardship or unfairness. *Morrill v. Everson*, 77 Cal. 114,